



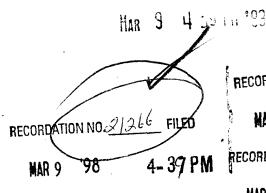
## **LEXIS** Document Services

REJEIVE SURFACE TRANS BOARI

A member of the Reed Elsevier plc group

March 6, 1998

Janice Fort
Surface Transportation Board
Recordation Office
1925 K Street
Suite 70
Washington D.C. 20423



RECORDATION NO. 2126 FILED

NAR 9 '98 4-39 PM

RECORDATION NO. 2136 FILED

4-39PM

MAR 9

Dear Janice.

Enclosed are several Memorandum of Railcar Leases that need to be filed. Enclosed are 3 original copies of each filing. Please return 2 copies of each filing to my attention.

- between The Cit Group/Equipment Financing Inc. and Rio Grande Portland Cement Corporation dated February 11, 1998 – relating to Schedule 1
- between The Cit Group/Equipment Financing Inc. and Rio Grande Portland Cement Corporation dated February 11, 1998 – relating to Schedule 2
- between The Cit Group/Equipment Financing Inc. and The Burlington Northern and Santa Fe Railway Co. dated February 27, 1998

Also, enclosed is a check made payable to: Surface Transportation Board.

After recording the document, please return the acknowledgment copy to my attention. I have enclosed a FED X air bill to return the results to me.

If you have any questions regarding the filing, please feel free to call me at 800-634-9738 ext. 20254.

Thank you for your prompt assistance.

icca Heisler

Sincerely,

Rebecca Heisler Administrator

enclosure

by such Car. Any Cars covered by this Lease during only a portion of the calendar year shall be measured on a prorated basis for the calculation of amounts due Lessor.

- 10. <u>Settlement Value</u>. The amount payable to the owner of a Car under Interchange Rule 107.
- 11. Lessee Notice.

Rio Grande Portland Cement Corporation 4253 Montgomery Blvd. NE, Suite 210

Albuquerque, NM 87109

Attention: Mr. William C. Webb Telecopier No.: (505) 281-3353

- 12. Special Conditions.
  - 1) AAR Circular OT-5. Whenever approval of the originating line haul carrier is required in order that Cars may be placed in service pursuant to the AAR Circular OT-5 and any revisions or successors thereto, Lessee shall obtain such approval, and this Agreement shall continue in full force and effect notwithstanding any withdrawal or modifications of such approval or failure to obtain such approval.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule was the free act of the corporation, the foregoing is true and correct and that this Schedule was executed on the date indicated below.

THE CIT GROUP/
EQUIPMENT FINANCING, INC.,
Lessor

By: Almay Nandella Cholago

Title: Vice Modidant

Date: 2/10/98

RIO GRANDE PORTLAND

CEMENT CORPORATION,
Lessee

By: Almay Nandella Cholago

Title: Lessident

Date: 2/10/98

S:\riogrnd\200lse.wpd January 23, 1998 (10:38am)

RECORDATION NO. 2 MAR 9

Ü

## MEMORANDUM OF RAILCAR LEASE

THIS MEMORANDUM OF RAILCAR LEASE dated as of this //th day of february , 19% is made by Rio Grande Portland Cement Corporation, a New Mexico corporation, with an address at 4253 Montgomery Blvd. NE, Suite 210, Alburquerque, NM 87109 (the "Lessee"), and The CIT Group/Equipment Financing, Inc., a New York corporation, with an address at 1211 Avenue of the Americas, New York, New York 10036 (the "Lessor" and, together with the Lessee, the "Parties").

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Lessor and the Lessee entered into that certain Master Railcar Lease (the "Lease") dated as of the date hereof covering the equipment listed on Schedule 02 hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the Parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Lessor hereby leases and confirms the lease of the Equipment to the Lessee in accordance with the terms and conditions of the Lease, and the Lessee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Document to be executed by a duly authorized officer as of the day and year first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.,

Name: Title:

GRANDE PORTLAND CEMENT CORPORATION

Βv

Title:

STATE OF M )  SS:  COUNTY OF  Defnal 10  And this D day of Fe bruary, 1998 before me personally appears  to me personally known, who by me duly sworn, says that he/she is the
CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
Notary Public
[SEAL]
My Commission expires: $1 \ \partial \partial \partial \partial 0 $
STATE OF NEW YORK )  SS:
On this // day of fellowery, 1998 before me personally appears // ANCING, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  Sachure James  Notary Public

[SEAL]

My Commission expires

BARBARA GARNER
Notary Public, State of New York
No. 0 1 GA5065133
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Sept. 3, 1998